BANGALORE DEVELOPMENT BDA

INVITATION FOR REQUEST FOR PROPOSAL (RFP)

FOR

“Establishment of Enterprise-Class IT Operations Hub at BDA”

First Electronic Document (Technical Proposal)

Bangalore Development BDA

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DISCLAIMER

The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the BDA or any of their employees or advisors, is provided to The Bidder(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender document is not a Contract and is neither an offer nor an invitation by the BDA to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this Tender Document (the "**Proposal**"). This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the BDA in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender Document may not be appropriate for all persons, and it is not possible for the BDA, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

Information provided in this Tender Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in this Bid Stage.

The BDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document. The BDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

The issue of this Tender Document does not imply that the BDA is bound to select a Service Provider or to appoint the Selected Service Provider or Service Provider for the Event and the BDA reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BDA, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the BDA shall not be liable in any manner

whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Contents of the Tender Document.

This Tender Document comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued.

Volume 1

Section-1 Introduction
Section-2 Instructions to Bidders
Section-3 Evaluation of
Proposals Section-4 Fraud and
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Appendices

I. Letter of Proposal
   a. Annexture - 1 - Details of Bidder and their Technical capability
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Volume 2

Service Contract (Draft Copy)

SECTION – 1: INTRODUCTION

1.1. BACKGROUND

The Bangalore Development BDA (BDA) came into being with effect from 6th January 1976 under a separate Act of the State Legislature viz. the BDA Act 1976. This BDA combined in itself the Planning functions of the City Planning BDA and the developmental functions of the erstwhile CITB.

The Bangalore Development BDA came into existence in 1976 as a successor to the erstwhile City Improvement Trust Board. Development of Bangalore in a planned manner, creating quality infrastructure, provision of sites and services and catering to the housing needs of the underprivileged are the focus areas of the BDA.

Since inception, the BDA has allotted 76,000 sites to individuals for construction of residential dwellings. In addition, more than 800 civic amenity sites have been given for use by various public utilities, as also organisations, catering to the felt needs of the particular locality.

Currently BDA is transforming itself into a citizen centric organization providing services in an hassle free manner by digitizing its operations. As a part of this exercise, BDA has initiated an Organisation wide digitisation process. A fully equipped and modern IT backbone is the paramount for the success of the digitisation excersise. The selected vendor shall be responsible for the design, supply, installation, testing, commissioning of a IT operation hub facility.

1.2. Objective of this RFP

The objective is to establish:

- Procurement & commissioning of IT Operation Hub with enterprise-grade IT Hardware.

1.3. Scope of Work

The solution shall include supply of Servers, storage and associated IT Hardware and commissioning of the data center.

The scope of services is detailed in **Schedule 5** of this Tender Document

1.4. General Terms and Conditions

The statements and explanations contained in this Tender Document are

intended to provide a proper understanding to the Bidders about the subject matter of this Tender Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of Bidder set forth in the Service Contract or the BDA's rights to amend, alter, change, supplement or clarify the scope of work, pursuant to this Tender Document or the terms thereof or herein contained.

The BDA shall receive Proposals pursuant to this Tender Document in accordance with the terms set forth in this Tender Document and other documents to be provided by the BDA pursuant to this Tender Document (collectively the "**Bidding/Proposal Documents**"), as modified, altered, amended, and clarified from time to time by the BDA, and all Proposals shall be prepared and submitted in accordance with such terms.

1.5. Eligibility Criteria

The Bidders eligibility to be established by the following parameters:

(i) Bidder should be a Company registered under Companies Act, 1956 and subsequently Amended in India and in existence at least for past 5years or Partnership firm registered under Indian Partnership Act, 1932 and in existence at least for past 5 years or an LLP firm registered under Limited Liability Partnership Act, 2008 (Copy of registration certificates, GST & PAN certificate shall be submitted).

(ii) Bidder must possess experience in the similar field. (Copy of the Satisfactory performance certificate / previous work order for providing similar services to be enclosed).

(iii)

a. Bidder should have experience of design, supply & management of Enterprise level IT Solutions/ Data Center or Server Setup for **at least three projects** to a Central / State Government Departments / Public Sector Undertakings (PSUs) / Boards and Corporations in Karnataka (Documentary evidence like LOA / Work order, Agreement / Contract, shall be submitted).

b. Bidder should have an experience in at least three number of turn – key projects / project management / IT Projects to a Central / State Government department / Public Sector Undertakings (PSUs) / Boards and Corporations in Karnataka.

(iv)

a. Bidder must possess a valid ISO 9001Quality Management Certifications and (Copy of certificates shall be submitted).

b. Bidder must possess a valid ISO 27001 for Information Security

Management System (ISMS) certificate. (Copy of certificates shall be submitted).

(v) Should have minimum Average Annual Turnover of Rs.5. 00 Crores (Rupees Five Crores only) during the last three financial years i.e., (FY: 2022-23, 2023-24& 2024-25) (Proof shall be submitted as per Annexure-2 of Appendix 1).

(vi) Bidder must have positive net worth as on 31.03.2025 for the last 3 financial years.(FY: 2022-23, 2023-24& 2024-25) (Certificate issued by Chartered Accountant shall be submitted as per Annexure-2 of Appendix- 1).

(vii) The organization should have minimum 25 (Twenty-five) regular full time IT professionals including IT Hardware engineers, Network engineers, Programmers/ Project Managers, Designers, Testers, Database Experts, Change Management Experts, etc. on its direct payrolls (Supporting documents shall be submitted) and working within the State of Karnataka.

(viii) Bidder should not have been blacklisted by any Government/Semi Government
/PSU in India. Bidders need to submit declaration in this regard. Bidder should not have any history of Suspension/Debarment/Blacklisting for any job such as compromising citizen data during execution of the job which has been allocated by any Government / Semi Government /PSU in India.

1.6. General Conditions

- The Bidder must have/establish an office in Bengaluru.
- The Bidder shall be a single organization. Consortium or subcontracting is not accepted.
- The bidder must have their office in Bengaluru.

Note:
Supporting documents to be provided as indicated in Annexure 1 and Annexure 2 of Appendix I in proof of the above eligibility criteria

1.7. Bidding Process

- The BDA invites eligible Bidders to submit their Proposals for the Project electronically in the unified e-procurement platform of the Government of Karnataka (https://kppp.karnataka.gov.in). The BDA has adopted a two stage two cover system for selection of the Service Provider for the Project.

- The selection shall be on Techno-commercial based Selection (with evaluation based on Techno-commercial formula 80% weightage for technical evaluation score and 20% weightage for commercial score).
- The Bidders are requested to submit their Proposals in accordance with the Bidding/Proposal Documents. The Proposal shall be valid for a period of **30 days** from the last date for submission of Proposals (the "**Proposal Due Date**").
- The Bidding /Proposal Documents include the draft Service Contract for the Project. The Bidding/Proposal Documents and any addenda issued subsequent to this Tender Document, but before the Proposal Due Date, will be deemed to be part of the Bidding/Proposal Documents.
- During this Bid Stage, bidders are required to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Project.
- (i) **Technical Proposal** - Bidders would need to submit the information as per the standard formats given in **Appendix – I.**
- (ii) "**Financial Proposal**" is to be entered only through e-procurement platform. [The specimen provided in **Appendix–IV** is only for reference].
- The evaluation of the Proposals submitted would be carried out in the following stages:

  a) **The first stage -** The information provided by the Bidders relating to their eligibility criteria comprising Technical Capacity and Financial Capacity would be evaluated. Only bidders who meet the Eligibility Criteria would be considered for the evaluation of Technical Proposal.

  b) **In the Second stage -** the Technical Proposal of the Bidders, who qualify eligibility criteria, would be evaluated. It also includes Presentation of the solution offered through PPT and evaluated as specified in **Section-3** of the Tender Document. The bidders shall demonstrate (Proof of Concept) how their design, is going to make fool proof and solutions. Different timings for each bidder will be allotted for presentation.

  c) **In the Third stage -** The Bidders who have qualified in technical evaluation, the financial bids/proposals of those Bidder only will be opened and evaluated. The Client shall simultaneously notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for

opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail. The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

The Final selection is done based on the combined scores of both technical and financial evaluations. This is called as **"Techno-Commercial Score".**

- Any queries or request for additional information concerning this Tender Document shall be submitted in writing or by e-mail to the designated officer specified in **Clause-2.9.3.**

1.8. Schedule of Bidding Process

All bidder must check and adhere to the schedule as mentioned in eProcurement portal and tender document.

Sl. No.	Event Description	Date
1	Publication of Tender Document in the e-portal.	As per eProcurement portal
2	Last date for receipt of Pre-Bid Queries.	As per eProcurement portal
3	Pre-Bid meeting/conference-Responses/Answers to the queries submitted over mail and via corrigendum.	As per eProcurement portal
4	Proposal Due Date for e-tender submission	As per eProcurement portal
5	Opening of Technical Proposals at the office of BDA and technical based evaluation by the BDA.	As per eProcurement portal
6	Date for Demonstration of proof of concept (POC) by the eligible Bidders as part of Technical Evaluation at BDA office or as decided by the BDA. Scoring for technical evaluation including POC. Maximum time allowed for	As per eProcurement portal

	demonstration by each bidder is One Hour.	
7	Opening of Financial Proposal of the Bidder qualified in technical evaluation & POC.	As per eProcurement portal

Any changes in the schedule or modifications / revisions pertaining to the Tender will be intimated only through e-procurement portal and not notified in the Newspapers.

SECTION-2: INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1. The bidder shall be a legal entity as per the Eligibility Criteria as defined in Clause 1.1.2. The Bidder can be single organization.

2.1.2. Unless the context otherwise requires, the terms not defined in this Tender Document, but defined in the draft Service Contract for the Project (the **"Service Contract"**) shall have the meaning assigned thereto in the Service Contract.

2.1.3. Notwithstanding anything to the contrary contained in this Tender Document, the detailed terms specified in the draft Service Contract shall have overriding effect, provided, however, that any conditions or obligations imposed on the Service Provider hereunder shall continue to have effect in addition to its obligations under the Service Contract.

2.1.4. The Financial Proposal should be furnished in electronic mode only, which shall also be filled up by the Bidder in the format made available on the e- Procurement platform. The Financial Proposal shall clearly indicate the bid amount in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount in words shall be taken into account. The Financial Proposal shall be quoted as a fixed amount of Service fee per certificate.

2.1.5. The Bidder shall pay an EMD of Rs. 1,00,000/- (Rupees One Lakh only) through any of the four modes of e-Payment as specified in the e- procurement portal. The proposal shall be summarily rejected in e-portal if EMD is not paid. The EMD shall be refundable not later than 15 (Fifteen) days after completion of selection process, except in case of the Selected Service Provider whose EMD shall be retained till he has provided a Performance Security under the Service Contract.

2.1.6. The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorizing the signatory of the Proposal to commit the Bidder.

2.1.7. Any proposals submitted with conditions/stipulations are liable to rejection as a non-responsive Proposal submission.

2.1.8. The Proposal submission and all related correspondence and documents in relation to the Bidding/proposal Documents shall be

in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.1.9. The Bidding/Proposal Documents including this Tender Document and all attached documents are and shall remain the property of the BDA and are transmitted to the Bidders solely for preparation and the submission of a Proposal in accordance herewith. Bidder are to treat all information as strIT ly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The BDA will not return any Proposal, or any information provided along therewith.

2.1.10. Any entity which has been barred by the Central/ State Government, or any entity controlled by them, from participating in any Project / assignment and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal. A Bidder must not have been blacklisted in the past 3 years from any Government or Semi Government organizations for the breach of contractual obligations/material breach.

2.1.11. The following conditions shall be adhered to while submitting a Proposal:

- Bidders should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information.
- Information supplied by a Bidder must apply to the Bidders named in the Proposal.
- Bidders should furnish proof of documents as per Eligibility Criteria in accordance with Clause- 1.1.2.

2.2. COST OF BIDDING

The Bidders shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Bidding Process. Bidders are advised to inspect and examine the premises and its surroundings and satisfy themselves before

submitting their bids. The BDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3. VERIFICATION OF INFORMATION

- It shall be deemed that by submitting a Proposal, the Bidder has:
  a) Made a complete and careful examination of the Bidding/proposal Documents;
  b) Received all relevant information requested from the BDA;
  c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding/proposal Documents;
  d) Satisfied with all matters, things, and information necessary and required for submitting an informed Proposal, execution of the Event in accordance with the Bidding/proposal Documents and performance of all its obligations there under;
  e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding/proposal Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the BDA, or a ground for termination of the Service Contract; and
  f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

- The BDA shall not be liable for any omission, mistake, or error on the part of the Service Provider in respect of any of the above or because any matter or thing arising out of or concerning or relating to Tender Document, the Bidding/proposal Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the BDA.

2.4. RIGHT TO ACCEPT AND TO REJECT ANY OR ALL PROPOSALS

- Notwithstanding anything contained in this Tender Document, the BDA reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection, or

annulment, and without assigning any reasons thereof.

- The BDA reserves the right to reject any Proposal and appropriate the EMD if:
  a) At any time, a material misrepresentation is made or uncovered, or
  b) The Bidder does not provide, within the time specified by the BDA, the supplementary information sought by the BDA for evaluation of the Proposal.

  Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Selected Bidder gets disqualified / rejected, then the BDA reserves the right to take any such measure as may be deemed fit in the sole discretion of the BDA, including annulment of the Bidding Process.

- In case it is found during the evaluation or at any time before signing of the Service Contract or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Service Provider or the Service Provider has made material misrepresentation or has given any materially incorrect or false information, the Service Provider shall be disqualified forthwith, if not yet appointed as the Service Provider either in the process of issuing of the LoA (Letter of Award)or in the process of entering into the Service Contract and if the Service Provider has already been issued the LoA or has entered into the Service Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing by the BDA to the Service Provider, without the BDA being liable in any manner whatsoever to the Service Provider , as the case may be.

  In such an event, the BDA shall forfeit and appropriate/confiscate the Performance Security, as mutually agreed genuine pre-estimated compensation and damages payable to the BDA for, inter alia, time, cost, and effort of the BDA, without prejudice to any other right or remedy that may be available to the BDA.

- The BDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Document. Failure of the BDA to undertake such verification shall not relieve the Service Provider of its obligations or liabilities hereunder nor will it affect any rights of the BDA there under.

2.5. PRE-PROPOSAL CONFERENCE

Pre-Proposal conference of the Service Provider shall be convened at the designated date and time..

During Pre-Proposal conferences, the Bidders will be free to make suggestions for consideration of the BDA. The BDA shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Venue for the pre-proposal conference: Office of Head of E.D.P Cell

Bangalore Development Authority. T. Chowdaiah Road, Kumara Krupa West Bangalore - 560020.

Any changes in the date, time and venue will be uploaded in the e-procurement portal.

2.6. CLARIFICATION

- Bidders requiring any clarification on the Tender Document may notify the BDA in writing or by e-mail to the address provided in Clause-2.9.3. They should send their queries before the specified date. The responses will be published in e-Procurement platform without disclosing the source of queries. Such clarification shall become part of Tender Document.
- The structure for pre-bid queries is:

Sl. No.	Page No.	Clause	Details of query and name of the Bidder/Company	Response from Transport Department	Remarks

- The BDA shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the BDA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the BDA to respond to any question or to provide any clarification
- The BDA may also on its own motion, if deemed necessary, issue

interpretations and clarifications through e-Procurement platform. All clarifications and interpretations issued by the BDA shall be deemed to be part of the Bidding/proposal Documents. Verbal clarifications and information given by BDA, or its employees or representatives shall not in any way or manner be binding on the BDA.

2.7. Amendment of Tender Document

- At any time prior to the Proposal Due Date, the BDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda after the pre-bid meeting.
- Any Addendum thus issued will be published in e-Procurement platform and the published details will be binding on the participating bidders.
- To afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the BDA may, at its own discretion, extend the Proposal Due Date. Information about extension of the deadline will be published in e-Procurement platform vide corrigendum.

B. PREPARATION AND SUBMISSION OF PROPOSALS

2.8. Format and Signing of Proposal

- The Bidder shall provide the documents listed in the Clause-2.9.2 in electronic mode through e-portal. The BDA will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.
- All the documents of the Proposal submitted in electronic mode under this Tender Document shall be uploaded on e-procurement platform: https://www.kppp.karnataka.gov.inusing digital signature. For registration and other details please visit the above portal.

2.9. MARKING AND SUBMISSION OF PROPOSAL.

- The Bidder shall upload the documents mentioned below on e-procurement platform in the format specified.
- Technical Proposal containing the following documents shall be uploaded in e- procurement portal:

a) Letter of Proposal in the prescribed format **Appendix - I**.
b) Details of Bidder and Technical Capacity as per the format

provided at **Annex- 1 of Appendix–I.**

c) Financial Capacity of the Bidder& Positive Net worth in the format provided at **Annexe-2 of Appendix–I.**

d) Power of Attorney for signing of Proposal in the prescribed format (if applicable) (**Appendix–II**).

e) Copy of the valid Registrations under relevant Acts / Rules.

f) Copy of PAN Card.

g) Copy of GST Registration Certificate.

h) Documentary proof for completion of Projects (ref. 3 of **Annexe-1** of **Appendix-I**).

Financial Proposal: Bidders shall enter the Financial Proposal in the relevant slot provided in e-portal.

Financial Proposal as per Format in Appendix IV is only for reference of Bidder.

- Address for communication and sending queries:
  The Head of EDP Cell,
  Bangalore Development Authority,
  Head Office – BDA, Kumara Park West,
  T.Chowdaiah Road, Bengaluru - 560020.
- BDA reserves the right to seek original documents for verification of any of the documents or any other additional information / documents upon opening of the Bidding/proposal Documents.

2.10. PROPOSAL DUE DATE.

- The Proposal should be submitted in electronic mode in the e-procurement website before the Proposal Due Date for bid submission specified in Clause-1.3. Proposals submitted either by e-mail or physical form will not be acceptable.
- The BDA may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause-2.7 uniformly for all Bidders.

2.11. LATE PROPOSALS.

Proposals received by BDA through e-Procurement platform after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected as non-responsive.

2.12. FINANCIAL PROPOSAL.

- The Financial Proposal is to be submitted only through e-procurement platform.
- The Service Provider shall specify the Financial Proposal in Indian Rupees. Financial Proposal shall be Inclusive of GST & other taxes and levies applicable from time to time.
- The opening of Proposals and acceptance thereof shall be substantially in accordance with this Tender Document.

2.13. MODIFICATIONS OR SUBSTITUTIONS OR WITHDRAWAL OF PROPOSALS.

- No Proposal shall be modified, substituted, or withdrawn by the Bidder after the Proposal Due Date.
- Any alteration / modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by BDA, shall be disregarded.

2.14. REJECTION OF PROPOSALS.

- The BDA reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for the BDA to accept any Proposal or to give any reasons for their decision.
- The BDA reserves the right not to proceed with the Bidding Process at any time, without notice or liability and to reject any Proposal without assigning any reasons.

2.15. VALIDITY OF PROPOSALS.

The Proposals shall be valid for a period of **30**day**s** from the Proposal Due Date (Proposal Validity Period). The Proposal Validity Period may be extended by mutual consent of the respective Service Provider

and the BDA.

2.16. CONFIDENTIALITY.

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the BDA in relation to or matters arising out of or concerning the Bidding Process. The BDA will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The BDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BDA.

2.17. CORRESPONDENCE WITH THE BIDDER.

The BDA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

C. PERFORMANCE SECURITY

2.18. PERFORMANCE SECURITY

- The selected Service Provider should provide a Performance Security of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) in the format set out in the Tender Document by way of an unconditional & irrevocable Bank Guarantee required under the draft Service Contract OR Bank Fixed Deposit lien to Commissioner of BDA. This Performance Security shall be submitted after receipt of Letter of Award and before signing the Service Contract. The Performance Security shall be kept valid in full force and effect for a period of Two weeks after the expiry of the Service Contract.
- Failure of the selected Service Provider to comply with the requirement of the Clause-2.18.1 shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, BDA shall reserve the right to take any such measures as may be deemed fit in the sole discretion of BDA, including annulment of bidding process.

SECTION – 3: EVALUTION OF PROPOSALS

3.1. OPENING AND EVALUTION OF PROPOSALS

The BDA shall open the Proposals in the e-portal as per the Schedule of Bidding process specified in **1.8 Schedule of Bidding Process.**, at the office of BDA, Bengaluru - 560 020 in the presence of the Service Providers who choose to attend.

- The BDA will examine and evaluate the Proposals in accordance with the provisions set out in this **Section-3**.
- To facilitate evaluation of Proposals, the BDA may, at its sole discretion, seek clarifications/ information from any Bidder regarding its Proposal.
- Any information contained in the Proposal shall not in any way be construed as binding on the BDA, its agents, successors, or assigns, but shall be binding against the Service Provider if the Project is subsequently awarded to it under the Bidding Process based on such information.
- The BDA reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons thereof.

3.2. CONTACTS DURING PROPOSAL EVALUTION

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the BDA makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the BDA and/ or their employees/ representatives on matters related to the Proposals under consideration.

3.3. TEST OF RESPONSIVENESS

- Prior to evaluation of Proposals, the BDA shall determine whether each Proposal is responsive to the requirements of the Tender Document. A Proposal shall be considered responsive only if:
  a) It is received as per the format at **Appendix - I** and its Annexures.
  b) It is received on or before the Proposal Due Date including any extension thereof pursuant to **Clause-2.10.2.**
  c) It is submitted as stipulated in **Clauses- 2.9.**
  d) It is signed and marked as stipulated in **Clauses -2.8** and **Clause -2.9.**
  e) Tender Processing fee and EMD are paid through e-procurement portal.
  f) It is accompanied by the Power of Attorney as specified in **Clauses- 2.1.6**(if applicable).
  g) It contains all the information (complete in all respects) as requested

in this Tender Document (in formats same as those specified).

h) It does not contain any condition or qualification; and

i) It is not non-responsive in terms hereof.

- Only substantially responsive proposals will be taken up for further evaluation. The BDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the BDA in respect of such Proposal.

3.4. EVALUATION OF TECHNICAL PROPOSAL

- The Bidder who will be fulfilling all the eligibility criteria, shall be treated as eligible and taken up for technical evaluation. Following shall be the parameter for technical evaluation:

Projects undertaken, capability on technical, Project plan, technical document of the proposed solution and Proof of concept (POC).

Sl. No.	Parameters	Max. Marks
1	**Financial stability, Previous Experience, and quality control**	60
1a	Number of Projects completed as on 31-03-2025(as per Eligibility criteria point no. 1.1.2. (ii) and (ii)(a) (1)1 project as per clause 1.1.2(ii) 10 Marks (2)2 to more projects – additional 10 Marks Annual Turnover of the Bidder in any two financial year during the previous five financial years should not be less than 5 Crore, (1)Meeting the minimum requirement = 10 Marks (2)For every 1 Crore increase = 5 marks upto 10 Marks Bidder should have ISO 9001, ISO 27001 (certificate must be valid as on date of submission of bid) – 10 marks for each certificate upto 20 Marks	
2	**Demonstration of Proof of Concept-POC on presentation ppt.**	40
	A demonstration by the bidder to be shown in the presence of Technical Evaluation Committee. • Design of the IT Operation Hub - 20 • Profile / CV of the key personal deployed for the project – 10 • Proposed Bill of Materials - 10	
	Total	**100**

Note: Threshold scores for Technical Qualification shall be 75 (Seventy- Five) subject to obtaining a minimum of 30(Thirty) score in POC. Each Bidder would be required to demonstrate

proposed solution to the technical evaluation committee as per Schedule

3.5. EVALUATION OF FINANCIAL PROPOSAL

- The financial proposals of only those bidders who have technically qualified and succeeded in the Technical Evaluation of the proposed solution phase shall be opened in the e- portal for evaluation. The Evaluation of the commercial proposal will be based on the base price as per **Appendix – IV** Serial no.1 and Techno-Commercial marks. The L1 Bidder will be selected based on the formula given below.

Evaluation

Overall evaluation marks: The combine marks of both technical and financial proposals as per weightage stated will determine the final, overall attained marks. Based on the total marks obtained, the following is the methodology for calculating total marks.

Formula: Techno-Commercial Marks

Evaluation S = (C_low/C) * 0.2 +

(T/T_high)*0.8

Final MarksF = 100 * S (Final Techno-Commercial Marks)

Abbreviations

C_low : Lowest Price Quoted
C : Bid price as Quoted by the Bidder
T_high: Highest technical score obtained
T : Technical score obtained by the Bidder
S : Score
F : Final Techno-Commercial Marks

The Bidder scoring the maximum final marks (F) shall be declared as the successful Service Provider.

3.6. SELECTION OF SERVICE PROVIDER

- If two or more Bidders achieve same techno-commercial marks (the "Tie- Bidders"), the BDA shall consider “Tie-Bidders” for financial bidding process.
- BDA reserves the right to negotiate with the selected Bidder regarding Financial Proposal, Time Lines for completion of different stages of work. If, the selected Bidder withdraws or is not selected for any breach of terms and conditions of the Tender Document, the BDA reserves the right to take any such steps as may be deemed fit in the sole

discretion of BDA.

- After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by the BDA to the Selected Service Provider and the Selected Service Provider shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. After acknowledging the LoA, the Service Provider shall submit the Performance Security as specified in this Tender Document. In the event the duplicate copy of the LoA duly signed by the Selected Service Provider is not received by the stipulated date, the BDA may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Service Provider. **The BDA may award LoA to L2 bidder subject to his willingness to match the financial quote as submitted by the L1 bidder and meeting all the terms and conditions of the RFP.**
- The Selected Service Provider shall execute the Service Contract within the period of 14 (fourteen) days from the date of LoA. The draft of the Service Contract/Service Agreement is provided as part of the Tender Document. Any changes/modifications, if required, in the Service Agreement / Service Contract draft can be mutually discussed and changed before signing the Agreement.

3.7. PENALTY

The BDA shall impose penalty on the Service Provider for any delay in execution, if it is solely attributable to the fault of the Service Provider. Failure in carrying out the Project in respect of quality and adequacy, as specified in the Service Contract shall also attract penalty. The quantum of penalty shall be governed by the service Contract (draft).

SECTION – 4: FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Service Contract. Notwithstanding anything to the contrary contained herein, or in the LoA or the Service Contract, the BDA shall reject a Proposal, withdraw the LoA or terminate the Service Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the BDA shall forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the BDA towards, inter alia, time, cost and effort of the BDA, without prejudice to any other right or remedy that may be available to the BDA hereunder or otherwise.

4.2 Without prejudice to the rights of the BDA under **Clause-4.1** hereinabove and the rights and remedies which the BDA may have under the LoA or the Service Contract, if a Service Provider, as the case may be, is found by the BDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Service Contract, such Service Provider shall be disqualified and their agreement shall be terminated.

4.3 For the purposes of this **Clause-4**, the following terms shall have the meaning hereinafter respectively assigned to them:

a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BDA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Service Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the

service of the BDA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Service Contract , as the case may be, any person in respect of any matter

relating to the Project or the LoA or the Service Contract , who at any time has been or is a legal, financial or technical adviser of the BDA in relation to any matter concerning the Project;

b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process;

c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION – 5: SCOPE OF SERVICES

Following shall be the broad scope of work and mandatory features of the Project to be performed by the selected Service Provider under the Contract:

The selected service provider shall be responsible for the **design, supply, installation, testing, commissioning** of a IT operational hub.

- The successful bidder has to submit the coordinated drawing for the entire solution.
- The successful bidder shall take the necessary clearance / approval of the drawings, design, quality of material, make and model of the quoted material etc. prior to the execution of the project.
- The IT operational hub shall be designed in a modular fashion such that it is able to scale up with the IT hardware deployment progressively and Technology up-gradation.
- The design and implementation of the relevant areas of the IT operational hub shall be done keeping in view Availability, Flexibility, Scalability and Modularity.
- The successful bidder shall provide all the drawings, manuals for installation, operation and maintenance, documentation of installed networks, etc.
- Since this is a Turnkey project, the Bidders shall include any other components/equipment required for the completion of this project and submit their bid accordingly. Bidders will have to do the work which is not written or partially written in the document but required for the Data Centre to Go Live and, operate.

5.1 The objective is to establish:

- An **IT operational hub** with enterprise-grade facilities and equipment.

5.2 Detailed Scope Of Work

1 IT Infrastructure

- Servers:
  - 5 × Rack-mount servers, each with minimum **16 cores, 16 GB RAM**, dual power supply.
  - Enterprise-class, compatible with virtualization.
- Storage:
  - 60 TB Network Attached Storage (NAS) with dual controllers.
  - RAID configuration for redundancy (RAID 6/RAID DP).
  - Snapshot, replication, and backup support.
- Networking:

- Structured cabling with Cat6A and fiber backbones.
- Software

2 Documentation & Training

- As-built drawings and schematics for DC and DR architecture, cabling, and racks.
- Asset inventory with serial numbers.
- Standard Operating Procedures (SOPs) for operations and maintenance.
- Vendor to provide training to BDA IT/Facilities team as required

3 Warranty & Support

- 3 years comprehensive warranty on all hardware.

4 Additional Recommendations

- Provision for future scalability (at least 25% capacity buffer).
- Structured cabling with color-coded separation for power and data.

Milestone for Implementation of Project

S. No	Activities	Time frame	Cumulative Time frame
1	Selected Service Provider shall, within 5 (Five) days of the receipt of the Letter of Acceptance (LOA) and after acknowledging the LoA, submit the Performance Security as specified in this Tender Document.	5 days	5 days
2	Execution of Service Agreement	3 days	8 days
3	Supply of equipment as per the BOM proposed	15 days	23 days
4	Commissioning of the DC Site	7 days	30 days
5	Trial Run and Feedback from BDA	5 days	35 days
6	BDA to issue Trial Run Completion Certificate	2 days	37 days
		Or Say	**37 days**

SECTION – 6: MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or about the Bidding Process.

6.2 The BDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a) Suspend and or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b) Consult with any Bidder to receive clarification or further information;

c) Retain any information and/ or evidence submitted to the BDA by, on behalf of, and/ or in relation to any Bidder; and/ or

d) Independently verify, disqualify, reject and/ or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the BDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Appendix – I - Format for Letter of Proposal

Dated:

The Commissioner for Bangalore Development Authority,
Bangalore Development Authority.
T. Chowdaiah Road, Kumara Krupa West
Bangalore - 560020

Dear Sir,

Sub: Proposal for the scope of work broadly covers for Design, Supply, Commissioning of Basic Infrastructure for the establishment of a IT operations hub at BDA

1 With reference to your Tender Document, I/We, having examined the Bidding/proposal Documents and understood its contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

2 All information provided in the Proposal and in the Appendices, are true and correct.

3 This statement is made for the express purpose of qualifying as a Service Provider for the successful execution of the Event.

4 I/We shall make available to the BDA any additional information it may find necessary or require to supplement or authenticate the Bid.

5 I/We acknowledge the right of the BDA to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.

6 I/We certify that in the last three years, I/We have not been blacklisted/suspended/barred.

7 I/ We declare that:

(a) I/We have examined and have no reservations to the Bidding/proposal Documents, including any Addendum issued by the BDA.

(b) I/We do not have any conflict of interest.

8 I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Service Providers to bid for the Project, without incurring any liability to the Bidders, in accordance with **Clause-2.4** of the Tender Document.

9 I/We further certify that in regard to matters relating to security and integrity of the country, I/We have not been blacklisted by any Agency of the Government for any offence committed by us.

10 I/We understand that in case the Selected Service Provider is a foreign company, the continued eligibility shall be subject to approval of the BDA from national security and public interest perspective. The decision of the BDA in this behalf shall be final and conclusive and binding on the Service

Provider.

11 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the BDA in connection with the selection of the Service Provider, or in connection with the Bidding Process itself, in respect of the above-mentioned Event and the terms and implementation thereof.

12 I/We declare that, we have gone through the draft Service Contract provided in the Tender Document. In the event of my/our being declared as the Selected Service Provider, I/We agree to enter in to the Service Contract as per mutual agreed terms and conditions.

13 I/We understand that except to the extent as expressly set forth in the Service Contract, I/We shall have no claim, right or title arising out of any documents or information provided to me/us by the BDA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Right

14 The service fee has been quoted by me/us in the financial proposal after taking into consideration all the terms and conditions stated in the Tender Document, draft Services level agreement/Contract, my/our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Proposal.

15 I/We have remitted an amount of Rs.1,00,000 (Rupees One Lakh only) towards EMD in accordance with the Tender Document.

16 I/We offer a Performance Security of Rs.2,50,000/- (Rupees Two lakh Fifty Thousand only), in case we are selected in accordance with the Tender Document.

17 I/We agree and understand that the Proposal is subject to the provisions of the Bidding/proposal Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Event/ Right is not awarded to me/us or our Proposal is not opened

18 *I*/We agree to keep this offer valid for 30 days from the Bid Due Date specified in the Tender Document.

19 I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Date : Yours faithfully,

Place : Signature of the Authorized signatory

(Name and designation
of the Authorized signatory)
Name and seal of Bidder/Service Provider

Annexure – 1 of Appendix – I - Details of the Bidder and their Technical Capability

1 Details of Bidder

a) Name of the Bidder / Firm:
b) Address of the Office:
c) Year of commencement of business:
d) Registration Number and Details:
e) PAN Number & Details:
f) GST Registration Details:

Documentary evidence for 1 (a) to (f) to be enclosed.

2 Details of contact person for communication

a) Name:
b) Designation:
c) Telephone Number (land line):
d) Mobile No.:
e) E-Mail Address:

3 Experience in Design, deployment and management of Enterprise level data center Solutions for the last three years:

Sl. No.	Details of Project and location	Sponsor / Client	No. of Client locations	Year of Commencement and Contract Period	Broad scope of work
1					
2					
3					

Note:

1. Provide details for maximum number of assignments (as per the above Table), as the number and nature of assignments undertaken will be considered at the time of technical evaluation
2. Documentary proof such as Work Order/ Completion Certificate issued by the Client shall be provided for all the assignments listed above

4 Details of Key Personnel to be involved in the Project:

Sl. No.	Name	Qualification	Area of expertise
1			
2			

3			

Other Details

	Details Required	Enclosed(Yes/ No)	Remark
4	ISO 9001		
5	ISO 27001		
6	Number and details of full time IT Professionals on the direct pay roll		
7	Any other details in support of capability of the Bidder		
8	Project plan for execution with the technical details of the Proposed solution must be submitted by the Bidder		

Annexure – 2 of Appendix-I - Financial Capacity of the Bidder

Turn over during last three financial year **(FY:2022-23, 2023-24 & 2024-25)**

Sl. No.	Financial Year	Annual Turnover (Rs. in Crore)	Networth (Rs. in Crore)
1	2022-23		
2	2023-24		
3	2024-25		
	Total		
	Average Annual Turnover		

Certificate from the Statutory Auditor

This is to certify that ..... (Name of the Bidder) has registered an annual turnover shown above against the respective years.

(Signature, Name and Designation of the CA)

Date: Name and Seal of the Audit Firm

Net worth from past three financial years

Sl. No.	Financial Year	Annual Turnover (Rs. in lakhs)	Net Worth (Rs. in lakhs)
1	2022-23		
2	2023-24		
3	2024-25		

Certificate from the Statutory Auditor

This is to certify that ..... (Name of the Bidder) has registered an annual turnover shown above against the respective years. Further, net worth of the company as on 31.3.2025was Rs. _.

(Signature, Name and Designation of the authorized signatory)

Date: Name and Seal of the Audit Firm

Appendix – II - Power of Attorney for signing of Proposal

Know all men by these presents, we, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. _(Name), son/daughter/wife of _____ and presently residing at_____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the "The scope of work broadly covers Design, Supply, commissioning and maintenance of data centre & by the Bidder for a period of Three years excluding One year of warranty period post commissioning, but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the BDA, representing us in all matters before the BDA, signing and execution of all contracts including the Service Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the BDA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Contract with the BDA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY OF _____, 2025.

For_____

2

Witnesses: 1

(Signatur e)

(Name, Title and Address)

Accepted

[Notarized]

(Signature)
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Appendix – III - Format for Bank Guarantee for Performance Security

From:

To:
The Commissioner for Bangalore Development Authority,
Bangalore Development Authority.
T. Chowdaiah Road, Kumara Krupa West
Bangalore – 560020

Dear Sir,
Whereas you have issued Letter of Award dated…..to M/s……, here in after referred to as the "Service Provider" for Design, Supply, Commissioning and AMC of Data Center and Disaster Recovery site and propose to execute a Service Contract with the said Service Provider who is required to produce a bank guarantee for Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) to secure its obligations to the BDA.

1. We the Bank.....hereby expressly, irrevocably and unreservedly
   undertake and guarantee as principal obligors on behalf of the Service Provider that, if the BDA declares to us that the services have not been provided according to the Contractual obligations under the contract, we will pay you, on demand and without demur, all and any sum to a maximum of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only). Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Service Provider, indulgence to the Service Provider by you, or by any alterations in the obligations of the Contractor or by any forbearance whether as to payment upon receipt of such written demand.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid till the date of completing the contractual obligations under the said Contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on/before the aforesaid expiry date as provided in the above referred Contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of ……

Bank Seal

Authorized Signature
From the Bank

Appendix – IV - Specimen of Financial Proposal

(This is only for reference. Service Providers are requested to enter the Financial Proposal amount in the relevant slot provided in e-portal only.)

Date:_____

The Commissioner for Bangalore Development Authority,
Bangalore Development Authority.
T. Chowdaiah Road, Kumara Krupa West
Bangalore – 560020

Sir,

Sub.: Financial Proposal for Design, Site Preparation, Supply, Commissioning, and AMC services of Basic Infrastructure for the establishment of a Data Center at BDA.

We hereby submit our Financial Proposal of Rs.___ (Rupees_____only) for Design, Supply, Commissioning of Data Center.

Sl. No	Activity	Cost	Remark
1	Design of IT operational hub at BDA		
2	Supply of Hardware Components including Servers, Network attached storage, racks, switches and other accessories required to establish the Data Center		
3	Commissioning of IT operational hub		
3	Taxes levied- GST and other taxes[Specify the GST % and HSN (Harmonized System of Nomenclature) code] *		
4	Total cost		

(* % of GST will be applicable as per the slab of the supply period)

The L1 evaluation is only based on the Total cost as proposed above (for techno-commercial evaluation stage)

We have reviewed all the terms and conditions of the Tender Document and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the Tender Document.

Yours faithfully,
For and on behalf of.....(Name of the Service Provider)

(Signature of Authorized Signatory) _____ (Name and designation of the Authorized Person)

Sample Service Contract (Draft)

The scope of work broadly covers for Design, Develop and Implementation of Web Application for Online Flat sale module for BDA**.**

This AGREEMENT (hereinafter called the "**Agreement**") is made on the __ day of the month of _____ 2025, between, on the one hand, Commissioner For Bangalore Development Authority, (hereinafter called the "**BDA**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) having its office at T. Chowdaiah Road, Kumara Krupa West, Bangalore – 560020and on the other hand, _____ (hereinafter called the "**Service Provider**" which expression shall include their respective successors and permitted assigns).

WHEREAS

The BDA vide its Notification dated.....sought proposals from interested Service Providers for Design, Supply, and Commissioning of Basic Infrastructure for the establishment of a Data Center at BDA here in after called the "**Project**");

(A) the Service Provider submitted its proposal for the aforesaid Project, whereby the Service Provider represented to **the BDA** that it had the required professional skills, and in the said proposal the Service Provider also agreed to provide the Services to the BDA on the terms and conditions as set forth in the Tender Document (Tender Document) and this Agreement; and

(B) the BDA, on acceptance of the aforesaid proposal of the Service Provider, awarded the Project to the Service Provider vide its Letter of Award dated _____ (the "**LoA**"); and

In pursuance of the LoA, the Service Provider has submitted a Performance Bank Guarantee for Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) in favour of the BDA.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, the words and expressions defined below shall have the meanings assigned to them respectively, except where the context requires otherwise:

"Agreement" shall mean this agreement including schedules hereto as the date hereof and includes any amendment hereto made in accordance with the provisions hereof.

"Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Clause 11.

"Applicable Law" shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of orders of any court of record as may be in force

and effect during the subsistence of this Agreement and applicable to the Project /the Service Provider.

“Applicable Permits” shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Service Provider under Applicable Law, in connection with the Project during the subsistence of this Agreement.

“Appointed Date” shall mean the date of the service Agreement.

“Arbitration Act” shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“BDA” means the Bangalore Development Authority.

“Change of Scope” shall have the meaning ascribed thereto

in Clause 5.

“Completion Certificate” shall mean the certificate to be issued by the BDA pursuant to Clause 3.4.

“Completion Date” or “COD” shall mean the date on which Completion Certificate is issued by the BDA / its nominee.

“Encumbrance” shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility.

“Expiry “shall mean expiry of the Agreement upon completion of Agreement Period in terms of Clause 2.2 hereof.

“Expiry Date” means the date on which Expiry occurs.

“Force Majeure” or Force Majeure Event” shall have the meaning ascribe thereto in Clause 11.

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a project of the type similar to that of the Project.

“Installation Plan” shall mean the plan relating to installation of Project finalized in accordance with Clause 3.2.

“Intellectual Property Rights” shall mean and include all rights in the providing of services by the Service Provider. improvements,

upgradations, enhancements, modified versions that may be made from time to time, data base generated and compilations made.

"Lenders" shall mean financial institutions, banks, non –banking finance companies, private companies, funds and trustees for bond holders or debenture holders, who provide funds to the Service Provider for implementing the Project.

"Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the Parties to exercise any of its rights or perform / discharge any of its duties obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" shall mean a breach by either Party of any its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

"Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.

"Performance Security" shall mean the guarantee for performance of its obligations, to be furnished by the Service Provider in accordance with Clause 3.1 from Nationalized or Scheduled Private bank.

"Person" shall mean (unless) otherwise specified or required by the context), any individual, BDA, corporation, partnership, joint venture, trust, unincorporated organization, government or government Service Provider or any other legal entity.

"Project" shall mean the Design, Site Preparation, Supply, Commissioning, and AMC services of Basic Infrastructure for the establishment of a Data Center at BDA.

"Project Facilities" shall mean & include the facilities provided

in Schedule 1. "Rupees" or "Rs." refers to the lawful currency

of the Republic of India.

"Termination" shall mean early termination of the Agreement by either Party, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include Expiry.

"Termination Date" shall mean the date specified in the Termination Notice as the Date on which Termination occurs.

"Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

"User Manual" shall mean information booklets, operation manual, installation certificate, manufacturers' warranties and guarantees, service contrasts and any other document, certificate, bills, invoices relating to procurement, installation and maintenance of Project Facilities.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re- enactments or consolidation applies to, or is capable of being applied to any transaction entered into hereunder.
b. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
c. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associates, organizations or other entities (whether or not having as separate legal entity)
d. The heading is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
e. The words “include” and “including” are to be constructed without limitations;
f. Any reference to day shall mean a reference to a calendar day
g. Any reference to month shall mean calendar month for the purposes of this Agreement
h. The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement. In case of any discrepancy between the Schedule and the body of the Agreement, the latter shall prevail.
i. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be constructed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
j. Reference to recitals, clauses, sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be reference to recitals, Clauses, sub clauses and Schedules of or to this Agreement;
k. Any agreement, consent, approval, authorization, notice, communication, information or report requires under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of

such Party in this behalf and not otherwise;

l. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

2. AGREEMENT

2.1 Term of Agreement

The term of this Agreement is date commencing from the Appointed Date and ending with the Expiry Date (hereinafter referred to as "the Agreement Period")..

2.2 Acceptance of Rights

In consideration of the BDA granting the rights as set out in clause 2.1 and other good and valuable consideration expressed herein, the Service Provider here by accepts and agrees and undertakes to perform/ discharge all its obligations in accordance with the provisions hereof.

2.3 Rights and Use of the Project Facilities

(a) The Service Provider should not subcontract the project.

(b) The Service Provider shall not part with or create any Encumbrance on the whole or any part of the Project Facilities and except as set forth and permitted under this Agreement.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Performance Security

a. the Service Provider before signing of this Agreement, for due and punctual performance of its obligations under this Agreement procured and furnished a revolving bank guarantee in the specified format, ("Performance Security") for an amount Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only), from any scheduled Indian Bank.

b. The Performance Security shall be kept valid for a period of 15 days after the Expiry Date.

Provided that, if this Agreement is terminated due to any event other than the Service Provider Event of Default, the Performance Security, shall, subject to the BDA 's right to receive amounts, if any, from the Service Provider under this Agreement, be duly discharged and released to the Service Provider.

3.2 INSTALLATION PLAN

3.2.1 Preparation and Approval of Installation Plan

a. Service Provider shall, in consultation with the BDA, prepare and finalize a plan for installation of the Project ("Installation Plan")

i. Design Plan, specifications and quantity of components for installation of Project;

ii. Proposed time schedules for the implementation of the project;

3.3 TIMELINES FOR TRIAL RUN AND INSTALLATION

The timelines for Trial Run and Installation is provided in Schedule 2. The Service Provider must, adhere to the timelines for installation as mentioned in Schedule 2.

Notwithstanding anything contained herein this clause, any delay in adhering to the Timelines due to reasons beyond the control of the Service Provider or reasons not solely attributable to the Service Provider, shall not be construed as default and the BDA shall provide extension of the timeline to the Service Provider to the extent as reasonable.

3.4 COMPLETION CERTIFICATE

The Service Provider must

a. Intimate the BDA / its Nominee within seven days from the date of completion of Commissioning Data Center and Disaster Recovery site for issue of Completion Certificate by the BDA.

Provided, in case of the following event,

i. Failure of BDA's Nominee to be present during the inspection of Project within the stipulated time or

ii. Failure of BDA's Nominee to issue Completion Certificate, within the stipulated time, without assigning reasons comments for such failure, or

iii. Any dispute between the BDA's Nominee and the Service Provider in relation to the installation.

the Service Provider shall work on the Service Provider Installation Statement and submit the same to the BDA.

3.5 OTHER OBLIGATIONS

The Service Provider shall:

a. Service Provider should have adequate qualified and experienced personnel required for taking up the Project

b. Intimate to the BDA about the non-functioning, mal–functioning, errors in the Project.

c. Intimate to the BDA / Department's Nominee the names of Persons authorized by the Service Provider for implementing the Project and intimate any changes in the names of such Persons;

d. Make its own arrangements for all tools/equipment's/software necessary to comply design, development and implementation Requirements;

e. Be responsible for the safety of tools/ equipment/ software and other Project;

f. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all laws and solely be liable for all possible claims arising therefrom;

g. Not allow unauthorized persons (including unauthorized persons who are employees of the Parties) either to gain access to or interfere with

Confidential Information and shall promptly inform the BDA in writing of any act or omission which it is aware that could have an adverse effect on the security and safety of the Project;

h. Not to disclose or use the Confidential Information to any such recipient and shall hereby undertake to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or required by the Project;

i. Not, copy the Confidential Information or cause to allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or approved with the prior written consent of the BDA;

j. Comply with Applicable Laws governing the Project at all times during the period of the Agreement.

3.6 SUBMISSION OF STATUS REPORTS

The Service Provider shall submit periodical status report / progress report to the BDA comprising of the details and information sought by the BDA.

3.7 CONFIDENTIALITY OBLIGATIONS OF THE SERVICE PROVIDER

3.7.1 The contents of the status report shall be treated as confidential ("Confidential Information") by the Service Provider. The Confidential Information is to be used by the Service Provider, only for reporting it to the BDA and for no other purposes whatsoever.

3.8 NO BREACH OF OBLIGATIONS

The Service Provider shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

a. Force Majeure Event, subject to Clause11;
b. Failure of the BDA to perform any of its obligations;
c. Compliance with the instructions of the BDA other than instructions issued as a consequence of a breach by the Service Provider of any of its obligations hereunder.

4. OBLIGATIONS OF THE BDA

4.1 Specific Obligations

In addition to and not in derogation or substitution of any of its other rights under this Agreement, the BDA shall have obligations set out in this Clause.

a. Provide space for setting up Data Center (DC) at the main office of BDA.

b. Negotiate and contract with 2 separate Internet Lease Lines provider for DC site.

c. Review the functional requirements and non functional requirements provided by the service provider and sign off.

d. Conduct User Acceptance test of the Commissioned DC and DR facility and provide timely feedback

e. Provide electricity lines for DC and DR facility.

4.2 GENERAL OBLIGATIONS

The BDA shall:

a. Provide necessary assistance to the Service Provider for securing Applicable Permits;

b. Designate such officers as may be necessary for liaison with the Service Provider; and

c. Provide necessary assistance to the Service Provider as may be necessary for carrying out its obligations under this Agreement.

5. CHANGE OF SCOPE

5.1 Change of Scope

During the period of the Agreement, the BDA may, notwithstanding anything to the contrary contained in this Agreement, requires the Service Provider to provide additional work/ upgradation / enhancement of scope / with technological changes / which are not included in the scope of work as contemplated by this Agreement (“Change of Scope”). Any additional cost incurred due to such Change of Scope/ upgradation / enhancement of scope / with technological changes shall be compensated by BDA to the Service Provider.

6. OWNERSHIP AND EXIT MANAGEMENT PLAN

6.1 Ownership

Without prejudice and subject to the Agreement, the Project, including all up gradations / improvements made therein by the

Service Provider belongs to BDA..

7. INTELLECTUAL PROPERTY

All the matter relating to intellectual rights shall be governed and dealt with as per the terms and conditions of this Agreement.

7.1 the Service Provider shall indemnify, defend and hold harmless the BDA , from and against any and all losses arising from claims by third parties that any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by the Service Provider pursuant to this Agreement, infringes a copyright enforceable in India, infringes a patent issued in India or constitute misappropriation or unlawful disclosure or use of another Party's trade secret under the laws of India.

7.2 The BDA shall have no liability or obligation to the Service Provider or any other Person for claims, if any, is based upon any use of the equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) for the benefit of any Person (or the access, use or other rights thereto) for the benefit of any Person (including any use by the Service Provider or its nominees outside the scope of this Agreement) other than for the Project.

7.3 All rights, title and interest in and to, and ownership in, proprietary information of the Project which is provided to the Service Provider, and all modifications, enhancements and other derivative works of such proprietary information, as a result of services rendered by the Service Provider hereunder shall remain solely with the BDA. The Service Provider shall be entitled to use such proprietary information only during the period of this Agreement and only for the purposes of providing the services or to the extent necessary for the Service Provider's normal operational, repair and maintenance purposes related to the service.

8. FORCE MAJEURE

8.1 Force Majeure Event

If the Agreement is frustrated by any event entirely outside the control of the Parties (Affected Party) shall constitute Force Majeure Event, the BDA shall certify that the Agreement has been frustrated due to supervening impossibility. Service Provider shall make the Project Facilities safe and stop work as quickly as possible after receiving this certificate and shall be paid for all

work carried out before receiving it and for any work carried out afterwards to which commitment was made.

"Force Majeure Event" includes any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government etc.

8.2 Notice of Force Majeure Event

a) As soon as practicable and in any case within 7 (seven) days of the date of occurrence if a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the BDA the following in reasonable detail:

i. The nature and extent of the Force Majeure Event;

ii. The estimated Force Majeure Period;

iii. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;

iv. The measures which the Affected Party has taken or proposed to take to alleviate / mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and

v. Any other relevant information concerning the Force Majeure Event, and / or the rights and obligations of the Parties under this Agreement.

b) As soon as practicable and in any case within 5 (five) days of notification by the Affected Party in accordance with the preceding clause (a), the Parties shall meet and hold discussions in good faith and where necessary conduct physical inspection/ survey of the Project Facilities in order to:

i. Assess the impact of the underlying Force Majeure Event,

ii. To determine the likely duration of Force Majeure Period and

iii. To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

c) If the Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure

Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.

9. DISPUTE RESOLUTION

9.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 13.3.

9.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any unresolved Dispute between the Parties, either Party may call upon the Chairman, Bangalore Development Authority and the Chairman of the Board of Directors of the Service Provider or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 13.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 13.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 13.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 13.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Bengaluru and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the BDA agree and undertake to carry out such Award without delay.

9.4.4 The Service Provider and the BDA agree that an Award may be enforced against the Service Provider and/or the BDA, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10. REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of the Service Provider

The Service Provider hereby represents and warrants to the BDA that:

a) It is duly organized, validly existing and in good standing under the laws of India;

b) It has full power and BDA to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

c) It has the financial standing and capacity to undertake the Project;

d) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

e) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

f) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

g) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government body which may result

in Material Adverse Effect;

h) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

i) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the BDA in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

j) No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Service Provider to any Person to procure this Agreement.

k) Without prejudice to any express provision contained in this Agreement, the Service Provider acknowledges that prior to the execution of this Agreement, the Service Provider has after a complete and careful examination made an independent evaluation of the Project, and the information provided by to it as part of the proposal documents or otherwise, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder; and

l) The Service Provider also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the BDA shall not be liable for the same in any manner whatsoever to the Service Provider.

10.2 Representations and Warranties of BDA

The BDA hereby represents and warrants to the Service Provider that:

a) The BDA have full power and BDA to enter into this Agreement and perform / disclose their obligations contained herein;

b) The BDA have taken all necessary action to authorize the execution, delivery and performance of this Agreement;

c) This Agreement constitutes of the BDA legal, valid and binding obligation enforceable in accordance with the terms hereof;

d) The BDA hereby waives its sovereign immunity and this Agreement has been entered into by the BDA in its commercial capacity;

11. Payment Terms and Conditions

Milestone	Percentage of Total Contract Value to be paid
Delivery and verification of all equipment, accessories etc. as per the BoM of the tender (required for the project), as certified by the BDA representative.	60%
On Successful Commissioning of IT Operational facility	30%
On successful running of IT Operational facility for one month with actual load, as certified by BDA Representative	10%

12. MISCELLANEOUS

15.1 Assignment and Charges

a) Subject to clauses (b) and (c) herein below, no Party shall assign this Agreement or the rights, benefits and obligations hereunder, save and except with prior consent of the other Party.

b) Except as provided in clause (c) herein below the Service Provider shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of the BDA, which consent the BDA shall be entitled to decline without assigning any reason whatsoever.

c) Restraint set forth in clauses (a) and (b) above shall not apply to:

i) liens / Encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Service Provider

ii) mortgages / pledges / hypothecation of the Computer Systems, as security for indebtedness, in favour of the Lenders and working capital providers for the Project;

iii) Project of the Service Provider’s rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

15.2 General Liability and Indemnity

a) the Service Provider shall indemnify, defend and hold the BDA

harmless against any and all proceedings, actions and third-party claims arising out of a breach by the Service Provider of any of its obligations under this Agreement, except to the extent that any such claim has arisen due to breach by the BDA of any of its obligations under this Agreement or a Force Majeure Event which is a Political Event.

b) Notwithstanding the other provisions of this Agreement, to the maximum extent permitted by applicable law, in no event and under no legal theory shall either Party be liable to the other party for any indirect, special, incidental or consequential damages arising out of this Agreement including but not limited to personal injury, loss of data, loss of profit, production, anticipated savings , damages for loss of goodwill, business interruption or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or that party was aware of the possibility of that loss or damage arising.

c) The Total liability of the Service Provider under indemnification shall be limited to 10% of total project value.

15.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Bengaluru, Karnataka shall have jurisdiction over all matters arising out of or relating to this Agreement.

15.4 Waiver

a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and

iii) shall not affect the validity or enforceability of this Agreement in any manner.

b) Neither the failure by a Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to any other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this Agreement.

15.5 Survival

Termination of this Agreement

a) shall not relieve the Service Provider of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of Service Provider, shall not relieve Service Provider of any obligations or liabilities for loss or damage to the BDA arising out of or caused by acts or omissions of by Service provider prior to the effectiveness of such Termination or arising out of such Termination.

15.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

15.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing (English language) and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to BDA:

Bangalore Development Authority,
Head Office – BDA,
Kumara Park West,
T.Chowdaiah Road,
Bengaluru - 560020.

If to the Service Provider:

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by

recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number.

15.8 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not have affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

15.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any BDA to bind the other in any manner whatsoever.

15.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

15.11 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

15.12 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND

DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED
For and on behalf of the BDA by

(Signature)

(Name)

(Designation)

SIGNED SEALED AND DELIVERED

For and on behalf of the Service Provider by

(Signature)

(Name)

(Designation)

Witnesses

1)

2)